

F2023185 New Carports for Precinct 1 Maintenance Vehicles

				AWARD			
				JFA Construction LLC Fort Worth, TX HUB - No		Calc Construction, Inc. Fort Worth, TX HUB - No	
				Total Price	\$524,424.55	Total Price	\$1,054,723.28
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Base Bid or Base Bid Proposal	1	EA		\$302,272.96		\$539,597.76
1.1	Materials	1	EA	\$ 116,564.33		\$217,394.00	
1.2	Services	1	EA	\$ 174,523.20		\$301,450.00	
1.3	Required Bond(s)	1	EA	\$ 11,185.43		\$ 20,753.76	
	Earliest Possible Start Date			8/28/2023		09/04/23	
	Total Calendar Days to Complete Project			77		180	
2	Alternate 1: New Carport Structures with Mil1 Roof Panels and Matching Gutters and Downspouts;	1	EA		\$204,775.35		\$460,544.24
2.1	Structure #1A	1	EA	\$ 76,454.45		\$168,033.00	
2.2	Structure #1B	1	EA	\$ 64,411.82		\$150,077.00	
2.3	Structure #1C	1	EA	\$ 61,674.19		\$124,721.00	
2.4	Additional Bond Fee	1	EA	\$ 2,234.89		\$ 17,713.24	
	Earliest Possible Start Date			8/28/23		09/04/23	
	Total Calendar Days to Complete Project			91		180	
3	Alternate 2 Structure #2: Existing Structure to be Enclosed on Three sides with New Chain Link;	1	EA		\$ 17,376.24		\$ 54,581.28
3.1	Structure #2	1	EA	\$ 16,817.52		\$52,482.00	
3.2	Additional Bond Fee	1	EA	\$ 558.72		2099.28	
	Earliest Possible Start Date			09/11/23		09/04/23	
	Total Calendar Days to Complete Project			30		45	
	Note: Triple-C Fence, LLC, Pro Reno Group, LLC, CTU of DFW, Pro Reno Group, LLC submitted a no-bid.						

August 25, 2023

Elizabeth Pietzsch, MBA, CPCM
Senior Contracts Administrator
Tarrant County Purchasing
100 E Weatherford St, Ste. 303
Fort Worth, TX 76196
817-884-1141
eapietzsch@tarrantcountytx.gov

**Bid Award Recommendation
F2023185 Precinct 1 - New Carports**

Dear Elizabeth,

Together with Tarrant County Purchasing and Tarrant County Facilities Management, Bennett Partners met with JFA Construction, LLC on 16 August 2023 to review the scope included in their bid. After this meeting and after reviewing the bid proposal documents provided by JFA Construction, LLC for the above referenced project, we have found the scope to be adequately covered.

We recommend awarding the Precinct 1 - New Carports project to JFA Construction, LLC.

Please feel free to contact me should you have any questions.

Best regards,



Amanda Schulte AIA
Associate Principal

THE STATE OF TEXAS § Agreement for Precinct 1 – New Carports
COUNTY OF TARRANT § IFB F2023185

This Agreement is by and between Tarrant County, Texas (the “Owner”), and JFA Construction, LLC (the “Contractor”). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled “Precinct 1 – New Carports” (the “Project”). The Contractor will complete the Project no later than one hundred ninety-eight (198) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment, and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Bennett Partners Architecture Interiors Planning, Inc. and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within ten (10) days after “Notice to Proceed” issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of five hundred twenty-four thousand four hundred twenty-four and 55/100. (\$524,424.55). The Total Contract Price consists of the following components:

Materials	\$	116,564.33
Services	\$	174,523.20
Required Bonds	\$	11,185.43
<u>Sub-Total</u>	\$	302,272.96
Alternate No. 1 (1A, 1B & 1C)	\$	202,540.46
Additional Bond Cost	\$	2,234.89
Alternate No. 2 (12' chain link sliding gates)	\$	16,817.52
Additional Bond Cost	\$	558.72
Total Contract Price	\$	524,424.55

5. Based upon applications for payment submitted to Tarrant County Construction Services Facilities Management by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS,**

SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
 - Invitation for Bid #F2023185 Volume I Bid Documents
 - Invitation for Bid #F2023185 Volume II Technical Specifications
 - Bennett Partners Architecture Interiors Planning, Inc. Document Drawings
 - JFA Construction, LLC response to IFB #F2023185
 - Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT
OWNER

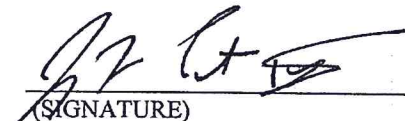
(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____

JFA CONSTRUCTION, LLC
CONTRACTOR


(SIGNATURE)

BY: John Austin IV

TITLE: President

Date: _____

*Approved as to Form:

Certification of Funds Available
in the Amount of \$524,424.55

Kimberly Colliet Wesley
Criminal District Attorney's Office

Kimberly Buchanan
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE AS AMENDED
BY THE 73RD TEXAS LEGISLATURE, 1993

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, **JFA Construction, LLC**, (hereinafter called the Principal), as Principal, and **Swiss Re Corporate Solutions Premier Insurance Corporation**, a corporation organized and existing under the laws of the State of Missouri, with its principal office in the City of Kansas City, MO, (hereinafter called the Surety), as Surety, are held and firmly bound unto **Tarrant County, Texas**, (hereinafter called the Obligee), in the amount of **Five Hundred Twenty Four Thousand Four Hundred Twenty Four and 55/100 Dollars (\$524,424.55)**, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 19th day of September, 2023, for the **Agreement for Precinct 1 – New Carports, IFB F2023185**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of September, 2023.

Attest:

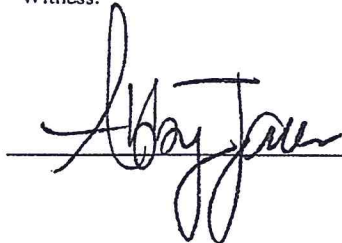
(If Corporation)

JFA Construction, LLC

Principal

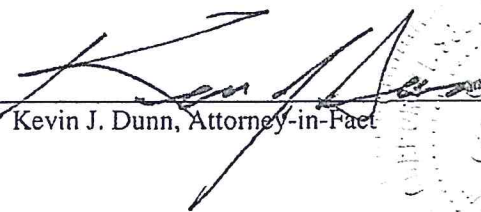
 (SEAL)

Witness:

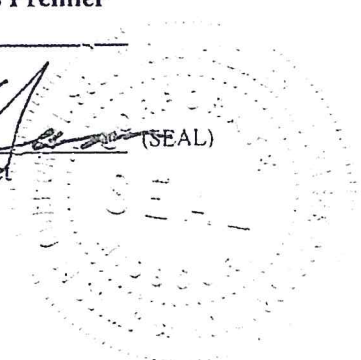


**Swiss Re Corporate Solutions Premier
Insurance Corporation**

By:


Kevin J. Dunn, Attorney-in-Fact

(SEAL)



STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE AS AMENDED
BY THE 73RD TEXAS LEGISLATURE, 1993

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, **JFA Construction, LLC**, (hereinafter called the Principal), as Principal, and **Swiss Re Corporate Solutions Premier Insurance Corporation**, a corporation organized and existing under the laws of the State of **Missouri**, with its principal office in the City of Kansas City, MO (hereinafter called the Surety), as Surety, are held and firmly bound unto **Tarrant County, Texas**, (hereinafter called the Oblige), in the amount of **Five Hundred Twenty Four Thousand Four Hundred Twenty Four and 55/100 Dollars (\$524,424.55)**, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 27th day of July, 2023, for the Agreement for Precinct 1 – New Carpports, IFB F2023185, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of September 2023.

Attest:

JFA Construction, LLC

Principal

By:  (SEAL)

Witness:

Swiss Re Corporate Solutions Premier Insurance Corporation

Surety

By:  (SEAL)

Kevin J. Dunn, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, AND ROBERTA H. ERB

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of September, 20 23.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1450 American Lane, Suite 1100
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departamento de Seguros de Texas**.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.